

Exhibit "A"

TOWN DEED

BK 837PG682

MARTHA'S VINEYARD LAND BANK FEE

☐ PAID \$☒ EXEMPT \$ 933252
NO.6/14/01
DATE

CERTIFICATION

QUITCLAIM DEED

WE, ELMER H. SILVA, CLARA SILVA RABBIT, ROBERT J. SILVA and
WALTER R. SILVA, of Chilmark, Massachusetts

for consideration of TWO HUNDRED FIFTY THOUSAND AND NO/100
(\$250,000.00) dollars

grant to the TOWN OF CHILMARK with a principal place of
business at Chilmark Town Hall, Beetlebung Corner,
Chilmark, Massachusetts 02535

with quitclaim covenants

The land with the improvements thereon located in Chilmark,
County of Dukes County, Commonwealth of Massachusetts, and
more particularly described as Lot 2 on a plan entitled
"Plan of Land in Chilmark, Mass. Surveyed for The Heirs of
Virginia Silva May 18, 2001 Scale 1" = 60'... Vineyard Land
Surveying, Inc. P.O. Box 421 West Tisbury, MA 02575" which
plan is recorded with the Dukes County Registry of Deeds as
Chilmark Case File No. 341 (the "Premises" and the
"Plan").

Grantors hereby reserve to Robert J. Silva (the "Life
Tenant"), a life estate in the Premises, said life estate
to be upon the terms and provisions of a certain Life
Estate Agreement, dated June 14, 2001, between the Town of
Chilmark and Robert J. Silva to be recorded herewith in the
Dukes County Registry of Deeds.

Such Premises are also conveyed subject to, and with the
benefit of, those easements set forth in a Deed from the
above named grantors to the Martha's Vineyard Land Bank
Commission (the "Land Bank"), dated June 14, 2001, to be
recorded herewith in the Dukes County Registry of Deeds.

Such premises are further conveyed with the benefit of, and
subject to, the following terms, conditions and
restrictions for the benefit of, and enforceable by, the
owner of Lot 1 shown on the Plan:

Property Address: Middle Road and Tea Lane, Chilmark, MA 02535

Bk 837 683

1. Except as provided herein, or as otherwise agreed in writing by the owner of Lot 1 shown on the Plan, there shall be no construction or placing of any buildings, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on or above the Premises, except that (a) the Life Tenant and the grantee, and its successors, assigns, tenants and lessees, shall be permitted to renovate, maintain, replace and improve the existing single-family dwelling (the "Dwelling"), barn (the "Barn"), sheds and other existing outbuildings (the "Outbuildings") on the Premises, provided that any work on the exterior of the Dwelling, the Barn or the Outbuildings shall be in conformity with traditional Martha's Vineyard farmhouse and barn architecture as evidenced by the structures now located on the Premises and further provided that all exterior improvements (exclusive of exterior improvements involving renovation or maintenance, the result of which does not cause any material aesthetic or architectural change) shall first be approved in writing by the Land Bank, as the owner of Lot 1 on the Plan; (b) the Life Tenant and the grantee, and its successors, assigns, tenants and lessees, shall be permitted to use the Dwelling or future dwellings, if permitted, for residential purposes including but not limited to a barn apartment or garage apartment, and the Barn and the Outbuildings for farming or agricultural purposes.
2. There shall be no placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever, or the installation of underground storage tanks, except in connection with the agricultural use of the Premises.
3. There shall be no subdivision or division of the Premises, or any portion thereof.

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4. The Life Tenant and grantee, and its successors, assigns, tenants and lessees, shall not permit the overgrowth of the pastures and fields of the Premises which would result in the conversion of the Premises to shrubland or woodland.
5. There shall be no mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit, except in connection with the agricultural use of the Premises, or in connection with the construction and maintenance of any buildings and structures permitted under Section 1 above and any utilities, well, or sanitary disposal facility servicing such buildings and structures.
6. No activity, including but not limited to, drainage or flood control activities, shall be carried out which is detrimental to the actual or potential agricultural use or scenic beauty of the Premises, or detrimental to water conservation, soil conservation or to good agricultural and/or woodland management practices or which is otherwise wasteful of the natural resources of the Commonwealth of Massachusetts.
7. There shall be no other use of the Premises or any activity permitted which would materially impair significant agricultural and scenic interests.

The owner of Lot 1 as shown on the Plan hereby reserves the right to enter the Premises at reasonable times, upon reasonable advance notice, except in the case of an emergency or other exigent circumstance, and in a reasonable manner, for the purpose of: (i) inspecting the same in order to determine compliance herewith; (ii) taking any and all actions with respect to the Premises as are set forth herein and as may be necessary or appropriate with or without order of court, to remedy or abate any violation hereof; (iii) accessing adjoining property in order to carry out any of the activities permitted hereunder; and (iv) mowing, brush cutting, cutting or limbing of trees, bushes or other vegetation, all for the purpose of preserving and maintaining, or enhancing the view from and over the Premises, or cutting and maintaining trails for

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use by the general public for passive recreational purposes.

The restrictions set forth herein shall continue and remain in full force and effect for thirty (30) years from the date of recording of this deed, and may be extended and continued in full force and effect in the manner provided in M.G.L. Chapter 184, Section 28, as it may be amended from time to time, or as provided in similar successor provisions, for further periods of twenty (20) years each, or for such other maximum further periods as may be allowed by an amendment of said law or by any successor provisions. These restrictions shall be enforceable by the owner from time to time of Lot 1 as shown on the Plan, and shall be enforceable against grantee, its successors, tenants, lessees and assigns, and any other person holding an interest in the Premises. These restrictions are for the benefit of Lot 1 as shown on the Plan.

The grantee, by acceptance and recording of this deed, acknowledges that it is acquiring the Premises for conservation purposes in accordance with Article 97 of the Massachusetts Constitution.

For grantors' title see Deed dated April 28, 1921 from Joseph E. Howes to Joseph Silva recorded in the Dukes County Registry of Deeds in Book 155, Page 140. See also, Estate of Joseph Silva (Dukes County Probate No. D6/2905) and Estate of Virginia Silva (Dukes County Probate Docket No. 93P0020).

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EXECUTED as a sealed instrument this 14th day of June,
2001.

Elmer H. Silva
Elmer H. Silva

Clara Silva Rabbit
Clara Silva Rabbit

Robert J. Silva
Robert J. Silva

Walter R. Silva
Walter R. Silva

COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss.

June 14, 2001

Then personally appeared the above named Elmer H.
Silva and acknowledged the foregoing instrument to be his
free act and deed, before me,

Robert M. Allen
Notary Public
My commission expires: 1/19/07

COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss.

June 14, 2001

Then personally appeared the above named Clara Silva
Rabbit and acknowledged the foregoing instrument to be her
free act and deed, before me,

Key B. Bohn
Notary Public
My commission expires: 3/3/2006

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COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss.

June 14, 2001

Then personally appeared the above named Robert J. Silva and acknowledged the foregoing instrument to be his free act and deed, before me,

Robert M. Miller
Notary Public

My commission expires: 4/19/07

COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss.

June 14, 2001

Then personally appeared the above named Walter R. Silva and acknowledged the foregoing instrument to be his free act and deed, before me,

S. Finner
Notary Public

My commission expires: Nov. 21, 2013

W:\010\01\jun\WVLS silva to town deed.upd

Edgartown, Mass. June 14, 2001
at 1 o'clock and 47 minutes P M
received and entered with Dukes County Deeds
book 837 page 682

Attest: Deanne E. Powers, Register